



2003106168

REVISED RESTRICTIONS FOR BAHIA BAY

This declaration, being a revision to the restrictive covenants of the Bahia Bay subdivision in Cornelius, N.C., and duly revised in accordance with the applicable provisions of North Carolina Statute 47F, and having been duly approved by the proper majority of owners of the lots in the Bahia Bay subdivision, shall on this 15th day of May, 2003, supercede the restrictions for this subdivision originally filed in the Office of the Register of Deeds at the Mecklenburg County courthouse on August 18, 1966, and subsequently revised on August 18, 1986 and May 11, 1993.

Witnesseth

WHEREAS, the parties hereto are the owners of and are all persons, firms or corporations having any interest in all lots of that certain subdivision known as BAHIA BAY, as shown on the map thereof by Keith R. Moen, N.C.R.S., dated October 15, 1965; and, whereas, said parties desire to restrict all lots in said subdivision as shown on said map as hereinafter set forth;

NOW THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the lots in said subdivision that all said lots are hereby made subject to the following restrictions as to the use thereof, running with said property by whomsoever owned:

1. All lots shown upon said map, subject to the exceptions hereinafter set forth, shall be known and designated as residential lots.
2. These restrictions shall not apply to lots 30 and 31 of Section 2, which are owned and must be maintained by the Bahia Bay community Association, Inc., and designated as an access area; and it is hereby agreed and understood that said lots, or a portion thereof, may be used for access to the beach by all property owners in this subdivision. These restrictions shall not apply to lots 57 and 58 of Section 2 or to any other lots in the subdivision which are designated as well sites as part of a community water system, so long as they are needed to supply drinking water to residents of the subdivision. At such time as said lots cease to be used for this purpose, or are no longer needed for this purpose, then said lots will be required to comply with these restrictive covenants, and said lots shall not be used for any purpose other than residential lots which are subject to these restrictions, unless otherwise approved by a two-thirds majority of the lot owners of the Bahia Bay subdivision.
3. All residential buildings shall face the street on which the lot fronts. Any new residential buildings created after the effective date of these revised restrictions shall have a paved driveway of concrete, asphalt, or like substance, and neither gravel nor dirt driveways shall be allowed.
4. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling. Any garage erected upon any of said lots shall conform substantially with the main residence in style and exterior finish.
5. No building

shall be located nearer the water, front, side or back lines than permitted by state, county and other governmental authority.

6. No residence having less than one thousand nine hundred (1900) square feet of heated living space shall be erected on any lot, unless a smaller size is expressly granted by Bahia Bay Community Association, Inc., to compensate for restrictive city or county regulations regarding watershed, or other such conditions. (Heated living space does not include garage). All residences existing or already under construction prior to May 15, 2003 shall be exempt from this restriction.

7. All buildings shall be erected upon a solid masonry foundation which shall be faced with brick, stone or like substance. No residential structure shall have an exposed foundation of cinderblock or like substance.

8. No trailer, tent, shack, barn, pier, boathouse or other structure or outbuilding shall at any time be used as a residence temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No mobile home shall be parked, stored, placed or erected on any lot at any time; however, nothing herein contained shall be construed to prevent the property owner from parking or storing his own travel trailer on his property after the construction and occupancy of the residential dwelling thereon, provided that it is parked in the driveway of that lot or away from full view of the front of the dwelling.

9. No lot in the tract restricted hereby shall be subdivided without the written consent of Bahia Bay Community Association, Inc., its successors or assigns. Nothing herein contained, however, shall be construed to prevent the erection of one building upon two or more adjoining lots, and in such instances, the two or more adjoining lots, for the purpose of these restrictive covenants, shall be considered one building lot.

10. Any residential building erected on any lot shall be connected to an approved city or county sewer line or septic tank for disposal of sewage. Any new residential building created after the effective date of these revised Restrictions shall be connected to an approved city or county sewer line. No toilet facilities of any kind shall be permitted outside the main residential structure.

11. No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the subdivision.

12. All garbage cans shall be stored from street view. Trash containers should be promptly removed from the street side following pickup. Any unused article, or portion thereof having only junk value, shall not be permitted to remain exposed on any lot. All lots shall be kept clean and free of garbage, trash, unsightly articles, debris, standing water, or breeding or hibernation areas for snakes, rats, insects, or other pests.

13. Any non-operational motor vehicle may only be stored on any lot provided it is neatly stored in a driveway or away from full view from the street, and in full compliance with Town Ordinances. Watercraft and/or trailers shall not be stored on the street, or in the front yard in full view from the street, unless in the driveway. No motor vehicle shall be routinely parked on the street. Tractor-trailer rigs shall not be parked in the subdivision, except for the short period of time necessary for loading or unloading building materials, furniture, major appliances and the like. No heavy industrial equipment or vehicle shall be parked or stored upon any lot except as necessary for the duration of construction work on the premises. No article of any kind shall be left at or on any lot at any time such that it poses a safety hazard to any person, persons or property on other property nearby.

14. The grass on all lots shall be mowed regularly during the growing season(s) and sufficiently to maintain a neat and respectful appearance.

15. No animals or poultry of any kind shall be kept and maintained on any part of said property except house pets, such as dogs and cats.

16. No building or structure of any kind shall be erected on any lot prior to the erection of the main residential structure without prior approval in writing of the Executive Committee of the Bahia Bay Community Association, Inc., or its successors or assigns.

17. Only construction of new buildings shall be permitted. It is still the intent of this covenant to prohibit the moving of any existing building onto a lot, or remodeling or converting it into a dwelling unit in this subdivision. Any

17. Only construction of new buildings shall be permitted. It is still the intent of this covenant to prohibit the moving of any existing building onto a lot, or remodeling or converting it into a dwelling unit in this subdivision. Any deviation in the above statement must be approved by the Executive Committee, Housing Committee and surrounding neighbors. No building shall be erected on any lot or portion of said property unless said building shall be constructed in a proper, workmanlike manner, built of a good grade of new materials, and the exterior shall be maintained and kept painted at regular intervals, as necessary. The exterior of any building shall be completed within nine (9) months after construction thereon has begun unless an extension of time for said completion is granted in writing by Bahia Bay Community Association, Inc., or its successors or assigns.

18. Piers, boathouses or other structure extending into the lake are permitted providing they conform to the requirements of the state, county or other appropriate authority.

19. No signboards of any description shall be displayed on any residential lot except signs "For Sale" or "For Rent", which signs shall not exceed twenty four inches (24 in.) by thirty inches (30 in.).

20. Nothing herein contained shall be construed as imposing any covenant or restriction on any property of any lot owner(s) of this subdivision other than the property to which these restrictive covenants specifically apply.

21. Bahia Bay Community Association, Inc., its successors and assigns, reserves the right to approve the plans and specifications for any and all buildings to be erected on the premises subject to these restrictions, and also the plans and specifications of any major exterior construction or renovation to any existing building on any of the lots subject to these restrictions. Therefore, any person before erecting any building or undertaking major exterior construction requiring a building permit on said premises shall submit a complete set of plans and specifications to said association. Upon the submission of said plans and specifications, the association shall have a period of thirty (30) days with which to approve or disapprove said plans and specifications, and upon the expiration of thirty days, from the date of the submission of said plans and specifications, if they are not approved or disapproved in writing, then the person, or persons, submitting the plans and specifications shall be free to proceed with construction; but in the event the plans and specifications are disapproved in writing within the thirty-day period as set forth herein, then if the owner, or other person, shall proceed, they shall be in violation of this restriction.

22. The restrictions herein imposed shall remain in full force and effect for a period of five (5) years from the date hereof, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of five (5) years unless by vote of a two-thirds majority of the lot owners, it is agreed to change said restrictions, covenants and conditions in whole or in part in accordance with the appropriate laws of North Carolina.

23. If any person, firm or corporation hereinafter owning any of said property shall violate or attempt to violate any of the restrictions, conditions and covenants herein, it shall be lawful for any other person, firm or corporation owning any of the lots restricted hereby to prosecute any proceeding at all or in equity against the person, firm or corporation violating or attempting to violate any such restrictions, conditions and covenants, and either to prevent him, her or them from doing so, or to recover damages or other dues for such violation.

24. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

25. The By-Laws of Bahia Bay Community Association, Inc. which are attached hereto are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, Bahia Bay Community Association, Inc., has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, all in pursuance of authority duly given by resolution of the Association and the individual parties hereto have hereunto set their hands and seals the day and year first above written.

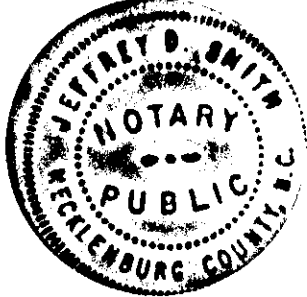
Bahia Bay Community Association, Inc.

By: Barry Newton
Barry Newton - President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned notary of the county and state aforesaid do hereby certify that Barry Newton personally came before me this day and acknowledged that he is President of Bahia Bay Community Association, Inc. and acknowledged the execution of the foregoing instrument on behalf of said corporation.
Witness my hand and seal this 13th day of May, 2003.

Jeffrey D. Smith
Notary Public
My commission expires: 9-20-06



Drawn by:
Barry Newton
mail after recording to
Jeffrey D. Smith
1125 E. Morehead St
Suite 304
Charlotte, NC 28204